

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

LABORERS' PENSION FUND and)	
LABORERS' WELFARE FUND OF THE)	
HEALTH AND WELFARE DEPARTMENT)	
OF THE CONSTRUCTION AND GENERAL)	
LABORERS' DISTRICT COUNCIL OF)	
CHICAGO AND VICINITY, and JAMES S.)	
JORGENSEN, Administrator of the Funds,)	
)	
Plaintiffs,)	Case No. 11-cv-5265
v.)	
)	
RAI CONCRETE, INC., an Illinois corporation,)	
)	
Defendant.)	

COMPLAINT

Plaintiffs, Laborers' Pension Fund and Laborers' Welfare Fund of the Health and Welfare Department of the Construction and General Laborers' District Council of Chicago and Vicinity (collectively "Funds") and James S. Jorgensen (hereinafter "Jorgensen"), Administrator of the Funds, by their attorneys, Patrick T. Wallace, Jerrod Olszewski, Christina Krivanek, Amy Carollo, and John Hamada, for their Complaint against Defendant RAI Concrete, Inc., state:

COUNT I

(Failure To Submit Reports and/or Pay Employee Benefit Contributions)

1. Jurisdiction is based on Sections 502(e)(1) and (2) and 515 of the Employee Retirement Income Security Act of 1974 ("ERISA"), as amended, 29 U.S.C. §§1132 (e)(1) and (2) and 1145, Section 301(a) of the Labor Management Relations Act ("LMRA") of 1947 as amended, 29 U.S.C. §185(a), 28 U.S.C. §1331, and Federal Common Law.

2. Venue is proper pursuant to Section 502(e)(2) of ERISA, 29 U.S.C. §1132(e)(2), and 28 U.S.C. §1391 (a) and (b).

3. The Funds are multiemployer benefit plans within the meanings of Sections 3(3) and 3(37) of ERISA, 29 U.S.C. §1002(3) and 37(A). They are established and maintained pursuant to their respective Agreements and Declarations of Trust in accordance with Section 302(c)(5) of the LMRA, 29 U.S.C. § 186(c)(5). The Funds have offices and conduct business within this District.

4. Plaintiff James S. Jorgensen (“Jorgensen”) is the Administrator of the Funds, and has been duly authorized by the Funds’ Trustees to act on behalf of the Funds in the collection of employer contributions owed to the Funds and to the Construction and General District Council of Chicago and Vicinity Training Fund, and with respect to the collection by the Funds of amounts which have been or are required to be withheld from the wages of employees in payment of Union dues for transmittal to the Construction and General Laborers’ District Council of Chicago and Vicinity (the “Union”). With respect to such matters, Jorgensen is a fiduciary of the Funds within the meaning of Section 3(21)(A) of ERISA, 29 U.S.C. §1002(21)(A).

5. Defendant RAI Concrete, Inc. (hereinafter the “Company”) is an Illinois corporation. The Company does business within this District and is an employer within the meaning of Section 3(5) of ERISA, 29 U.S.C. §1002(5), and Section 301(a) of the LMRA, 29 U.S.C. §185(c).

6. The Union is a labor organization within the meaning of 29 U.S.C. §185(a). The Union and the Company have been parties to successive collective bargaining agreements, the

most recent of which became effective June 1, 2010 ("Agreement"). (A copy of the "short form" Agreement entered into between the Union and the Company which Agreement adopts and incorporates Master Agreements between the Union and various employer associations, and also binds the Company to the Funds' respective Agreements and Declarations of Trust, is attached hereto as Exhibit A).

7. The Funds have been duly authorized by the Construction and General Laborers' District Council of Chicago and Vicinity Training Fund (the "Training Fund"), the Midwest Construction Industry Advancement Fund ("MCIAF"), the Chicagoland Construction Safety Council (the "Safety Fund"), the Laborers' Employers' Cooperation and Education Trust ("LECET"), the Concrete Contractors' Association of Greater Chicago ("CCA"), the GDCNI/CAWCC Contractors' Industry Advancement Fund (the "Wall & Ceiling Fund"), the CISCO Uniform Drug/Alcohol Abuse Program ("CISCO"), the Laborers' District Council Labor Management Committee Cooperative ("LCDMC"), the CARCO Industry Advancement Fund ("CARCO"), and the Illinois Small Pavers Association ("ISPA") to act as an agent in the collection of contributions due to those funds.

8. The Agreement and the Funds' respective Agreements and Declarations of Trust obligate the Company to make contributions on behalf of its employees covered by the Agreement for pension benefits, health and welfare benefits, for the training fund and to submit monthly remittance reports in which the Company, *inter alia*, identifies the employees covered under the Agreement and the amount of contributions to be remitted to the Funds on behalf of each covered employee. Pursuant to the terms of the Agreement and the Funds' respective

Agreements and Declarations of Trust, contributions which are not submitted in a timely fashion are assessed up to 20 percent liquidated damages plus interest.

9. The Agreement and the Funds' respective Agreements and Declarations of Trust require the Company to submit its books and records to the Funds on demand for an audit to determine benefit contribution compliance.

10. The Agreement obligates the Company to obtain and maintain a surety bond to insure future wages, pension and welfare contributions.

11. On or about June 23, 2009, the Company entered into an Installment Note ("Note") to submit payment of amounts due and owing for accumulated liquidated damages incurred as a result of untimely submitted benefit contributions and dues. A true and accurate copy of the Note is attached hereto as Exhibit B.

12. Paragraph 5 of the Note provides in relevant part:

"Payments made pursuant to this Installment Note shall be considered 'contributions' as defined under the terms of the CBA and the Fund's respective Agreements and Declarations of Trust. If the contributions are not paid by the 10th day following the date on which payment should have been received, the contribution shall be considered delinquent and all charges which apply to the late payment of contributions under the terms of the CBA and the Fund's respective agreements and Declarations of Trust shall apply, including, but not limited to, the assessment of interest and liquidated damages."

13. Notwithstanding the obligations imposed by the Note, the Company failed to timely submit payments by the 10th day following the day on which payment should have been received. As a result, the Company owes \$928.32 in accumulated liquidated damages for untimely submitted Note payments. A true and accurate copy of the Company's Payment Plan Worksheet, detailing these amounts, is attached hereto as Exhibit C.

14. Notwithstanding the obligations imposed by the Agreement and the Funds' respective Agreements and Declarations of Trust, the Company has:

(a) failed to submit reports and/or pay all contributions to Plaintiff Laborers' Pension Fund for the periods of May 2011 forward, thereby depriving the Laborers' Pension Fund of contributions, income and information needed to administer the Fund and jeopardizing the pension benefits of the participants and beneficiaries;

(b) failed to submit reports and/or pay all contributions to Plaintiff Laborers' Welfare Fund of the Health and Welfare Department of the Construction and General Laborers' District Council of Chicago and Vicinity for the periods of May 2011 forward, thereby depriving the Welfare Fund of contributions, income and information needed to administer the Fund and jeopardizing the health and welfare benefits of the participants and beneficiaries;

(c) failed to submit reports and/or pay all contributions to Laborers' Training Fund for the periods of May 2011 forward, thereby depriving the Laborers' Training Fund of contributions, income and information needed to administer the Fund and jeopardizing the training fund benefits of the participants and beneficiaries; and

(d) failed to submit reports and/or pay all contributions owed to one or more of the other affiliated funds identified above for the periods of May 2011 forward, thereby depriving said fund(s) of contributions, income and information needed to administer said fund(s) and jeopardizing the benefits of the participants and beneficiaries.

15. The Company failed to timely submit payment of its benefit contributions for the months of August 2009, October 2009, November 2009, and June through November 2010. As a result, the Company owes \$15,966.72 in accumulated liquidated damages for the untimely

submitted reports. A true and accurate copy of the Company's Contractor Penalty History, detailing these amounts, is attached hereto as Exhibit D.

16. The Company's actions in failing to submit timely reports, pay all contributions and timely submit Note payments violate Section 515 of ERISA, 29 U.S.C. §1145, and Section 301 of the LMRA. 29 U.S.C. §185.

17. Pursuant to Section 502(g)(2) of ERISA, 29 U.S.C. §1132 (g)(2), Section 301 of the LMRA, 29 U.S.C. §185, the terms of the Agreement and the Funds' respective Trust Agreements, the Note, and Federal Common Law, the Company is liable to the Funds for unpaid contributions, as well as interest, liquidated damages and accumulated liquidated damages on the unpaid contributions, reasonable attorneys' fees and costs, and such other legal and equitable relief as the Court deems appropriate.

WHEREFORE, Plaintiffs respectfully request this Court enter a judgment against Defendant RAI Concrete, Inc., as follows:

- a. ordering the Company to submit benefit reports and/or pay all contributions for the time periods of May 2011 forward;
- b. entering judgment in sum certain against Defendant Company on the amounts due and owing pursuant to the May 2011 forward reports and contributions, including interest, liquidated damages, accumulated liquidated damages, and attorneys' fees and costs;
- c. entering judgment in sum certain against Defendant Company on the accumulated liquidated damages owed for the untimely submitted Note payments and untimely submitted benefit contributions for the months of August 2009, October 2009, November 2009, and June through November 2010; and

d. awarding Plaintiffs any further legal and equitable relief as the Court deems just and appropriate.

COUNT II

(Failure To Submit Reports and Fully Pay Union Dues)

18. Plaintiffs reallege paragraphs 1 through 12 of Count I.

19. Pursuant to agreement, the Funds have been duly designated to serve as collection agents for the Union in that the Funds have been given the authority to collect from employers union dues which should have been or have been deducted from the wages of covered employees. Union dues which are not submitted in a timely fashion are assessed 10 percent liquidated damages.

20. Notwithstanding the obligations imposed by the Agreement, the Company has failed to fully submit union dues reports and dues that were or should have been withheld from the wages of its employees performing covered work for the period of May 2011 forward, thereby depriving the Union of income and information necessary to determine dues submission compliance.

21. Further notwithstanding the obligations imposed by the Agreement, the Company failed to timely submit payment of its dues for the months of October 2009, November 2009, and May through November 2010. As a result, the Company owes \$684.73 in accumulated liquidated damages for the untimely submitted dues. A true and accurate copy of the Company's Working Dues Late Fee Summary, detailing these amounts, is attached hereto as Exhibit E.

22. Pursuant to the Agreement, Federal Common Law, and the Note, the Company is liable to the Funds for the unpaid union dues, as well as liquidated damages, accumulated

liquidated damages, audit costs, reasonable attorneys' fees and costs as the Union's collection agent, and such other legal and equitable relief as the Court deems appropriate.

WHEREFORE, Plaintiffs respectfully request that this Court enter judgment against Defendant RAI Concrete, Inc., ordering the Company to submit all outstanding accumulated liquidate damages, and to submit and pay all outstanding dues for the period of May 2011 forward, together with all liquidated damages, attorneys' fees and costs, and any other legal and equitable relief as the Court deems appropriate.

COUNT III

(Failure To Pay Benefit Contributions)

23. Plaintiffs reallege paragraphs 1 through 12 of Count I.

24. Notwithstanding the obligations imposed by the Agreement and the Funds' respective Agreements and Declarations of Trust, the Company has:

(a) failed to report and pay \$866.87 in contributions owed to Plaintiff Laborers' Pension Fund for the audit period of April 1, 2007 through February 28, 2011 (true and accurate copies of the audit and audit worksheet are attached hereto as Exhibit F and F-1, respectively), thereby depriving the Laborers' Pension Fund of contributions, income and information needed to administer the Fund and jeopardizing the pension benefits of the participants and beneficiaries;

(b) failed to report and pay \$1,200.58 in contributions owed to Plaintiff Welfare Fund of the Health and Welfare Department of the Construction and General Laborers' District Council of Chicago and Vicinity for the audit period of April 1, 2007 through February 28, 2011, thereby depriving the Welfare Fund of contributions, income and information needed to

administer the Fund and jeopardizing the health and welfare benefits of the participants and beneficiaries;

(c) failed to report and pay \$37.01 in contributions owed to Laborers' Training Fund for the audit period of April 1, 2007 through February 28, 2011, thereby depriving the Laborers' Training Fund of contributions, income and information needed to administer the Fund and jeopardizing the Training Fund benefits of the participants and beneficiaries;

(d) failed to report and pay \$16.80 in contributions owed to LDCLMCC Fund for the audit period of April 1, 2007 through February 28, 2011, thereby depriving the LDCLMCC Fund of contributions, income and information needed to administer the Fund and jeopardizing the LDCLMCC Fund benefits of the participants and beneficiaries;

(e) failed to report and pay \$9.80 in contributions owed to the CCA Fund for the audit period of April 1, 2007 through February 28, 2011, thereby depriving the CCA Fund of contributions, income and information needed to administer the Fund and jeopardizing the CCA Fund benefits of the participants and beneficiaries; and

(f) failed to report and pay \$8.74 in contributions owed to LECET Fund for the audit period of April 1, 2007 through February 28, 2011, thereby depriving the LECET Fund of contributions, income and information needed to administer the Fund and jeopardizing the LECET Fund benefits of the participants and beneficiaries.

25. Under the terms of the Agreements and the Funds' respective Agreements and Declarations of Trust, the Company owes up to twenty percent liquidated damages plus interest on all late or unpaid contributions. Accordingly, the Company owes \$173.37 in liquidated damages to the Pension Fund, \$240.12 in liquidated damages to the Welfare Fund, \$7.40 in

liquidated damages to the Training Fund, \$1.68 in liquidated damages to the LDCLMCC Fund, \$.98 in liquidated damages to the CCA Funds, and \$.87 in liquidated damages to the LECET Fund, plus interest, on the late paid contributions for the period of April 1, 2007 through February 28, 2011.

26. Under the terms of the Agreement and the Funds' respective Agreements and Declarations of Trust, the Company is liable for the costs of any audit which reveals unpaid contributions. Accordingly, the Company owes the Funds \$1,247.18 in audit costs for the audit for the period of April 1, 2007 through February 28, 2011.

27. The Company's failure to submit payment of benefit contributions violates Section 515 of ERISA, 29 U.S.C. §1145, and Section 301 of the LMRA. 29 U.S.C. §185.

28. Pursuant to Section 502(g)(2) of ERISA, 29 U.S.C. §1132 (g)(2), Section 301 of the LMRA, 29 U.S.C. §185, and the terms of the Agreement, the Funds' respective Trust Agreements, Federal Common Law, and the Note, the Defendant is liable to the Funds for unpaid contributions, as well as interest and liquidated damages on the unpaid contributions, reasonable attorneys' fees and costs, and such other legal and equitable relief as the Court deems appropriate.

WHEREFORE, Plaintiffs respectfully request this Court enter a judgment against Defendant RAI Concrete, Inc., as follows:

a. entering judgment in sum certain in Plaintiffs' favor and against Defendant on the amounts shown due and owing pursuant to the audit including unpaid contributions, interest, liquidated damages, audit costs, and Plaintiffs' attorneys' fees and costs; and

b. awarding Plaintiffs any further legal and equitable relief as the Court deems appropriate.

COUNT IV

(Failure To Pay Dues)

29. Plaintiffs reallege paragraphs 1 through 12 of Count I.

30. Notwithstanding the obligations imposed by the Agreement, the Company has failed to submit \$306.26 in union dues that were or should have been withheld from the wages of its employees performing covered work for the audit period of April 1, 2007 through February 28, 2011, thereby depriving the Union of income and information necessary to determine dues submission compliance.

31. Pursuant to the Agreement, Federal Common Law, and the Note, Defendant is liable to the Funds for the unpaid union dues, \$30.63 in liquidated damages, and reasonable attorneys' fees and costs as the Union's collection agent and such other legal and equitable relief as the Court deems appropriate.

WHEREFORE, Plaintiffs respectfully request that this Court enter judgment against Defendant RAI Concrete, Inc., for the Union dues and liquidated damages owed pursuant to the audit conducted of the Company's books and records for the period of April 1, 2007 through February 28, 2011, together with all attorneys' fees and costs, and any other legal and equitable relief as the Court deems appropriate.

August 3, 2011

Laborers' Pension Fund, et al.

By: /s/ Christina Krivanek
Christina Krivanek

Patrick T. Wallace
Jerrod Olszewski
Christina Krivanek
Amy N. Carollo
John Hamada
Laborers' Pension and Welfare Funds
Sub Office, 111 W. Jackson Blvd.
Suite 1415
Chicago, IL 60604
(312) 692-1540

This Installment Note ("Note") is made between the Laborers' Pension Fund ("Pension Fund") and Laborers' Welfare Fund of the Health and Welfare Department of the Construction and General Laborers' District Council of Chicago and Vicinity ("Health and Welfare Fund" or collectively the "Funds"), the parties of the first part, and RAI Concrete (the "Company"), the party of the second part.

WHEREAS, the Company has at all relevant times been party to a collective bargaining agreement ("CBA") with Local 76 the Construction and General Laborers' District Council of Chicago and Vicinity, whereunder it is obligated to make certain contributions to the above-named Funds, as well as to the Training Fund, on behalf of its covered employees, and to submit payment of all employee union dues:

WHEREAS, the Company has failed to timely pay certain liquidated damages owed to the Funds.

WHEREAS, the Company desires to pay certain liquidated damages owed to the Funds.

THE PARTIES HEREBY AGREE as follows:

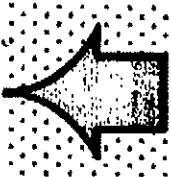
1. The Company will pay \$9,282.72 to the Pension and Welfare Fund (all comprised of \$9,282.72 in liquidated damages).
2. For twenty-four (24) consecutive months commencing on June 1, 2009 and ending on May 1, 2011, the Company will pay \$386.78 per month to the Pension and Welfare Fund.
3. The Company will remit all payments required under paragraphs 2 to the Funds' Office which is located at 11465 Cermak Road, Westchester, Illinois 60154.
4. The Company will continue to pay its regular monthly benefit contributions on behalf of all current covered employees in order to remain current in its obligations to the Funds, and to remit all employee union dues to the Laborers' District Council as the union's designated collection agent.
5. Payments made pursuant to this Installment Note shall be considered "contributions" as defined under the terms of the CBA and the Fund's respective Agreements and Declarations of Trust. If the contributions are not paid by the 10th day following the date on which payment should have been received, the contribution shall be considered delinquent and all charges which apply to the late payment of contributions under the terms of the CBA and the Fund's respective agreements and Declarations of Trust shall apply, including, but not limited to, the assessment of interest and liquidated damages. Further, in the event the Company fails to timely make any payments described in this Note, including its obligation to remain current to the Funds and the District Council including, but not limited to, the payment of current monthly benefit and dues reports during the payment period, all amounts described in paragraph 1 herein shall immediately become due on the 10th day following the date on which payment should have been received by the Fund's under the terms of this Note. In such event the Company further agrees to pay all attorney fees and costs incurred by the Funds in any action to enforce any part or all of this note.
6. The Company further agrees to obtain and maintain a surety bond to insure the payment of wages and benefit contributions as required under the terms of the CBA.

The Parties hereby agree to these terms by their execution hereof on the 23rd day of the June, 2009.

RAI Concrete

By: [Signature]

Title: President



**SIGN
HERE**

Laborers' Pension Fund

By: [Signature]

Laborers' Welfare Fund of the Health and Welfare Department of the Construction and General Laborers' District Council of Chicago and Vicinity.

By: [Signature]

EXHIBIT

B

tabbies

PAYMENT PLAN WORKSHEET

COMPANY RAI CONCRETE

PHONE# (830)562-2234

NUMBER OF PAYMENTS 24

PAYMENT PLAN COVERS THE MONTHS OF LATE FEE LEDGER

TOTAL WELFARE & PENSION 9,282.69

CONTACT PERSON CARMELA

FIELD REP JF

LATE FEE LEDGER

LESS 20% DOWN

EQUALS AMOUNT FINANCED 9,282.69

PLUS ATTORNEY COSTS

PLUS AUDIT COSTS

PLUS NOTE INTEREST

EQUALS TOTAL W & P

WELFARE PAYMENT 227.19
 PENSION PAYMENT 159.59
 TOTAL 386.78
 # PAYMENTS 24
 TOTAL W & P 9,282.72

BEG	PAYMENT	PAYMENT	SCHEDULED	ACTUAL	DATE	SCHEDULED	ACTUAL	CHECK#	DATE	CHECK#	DATE	END	ENTER	20% LATE
BALANCE	NUMBER	DUE DATE	PAYMENT	PAID	REC'D	PAYMENT	PAID		REC'D			BALANCE	IF	FEE
DUES	XXXX	AT SIGNING	-	-	-	-	-	XXXX	XXXX	XXXX	XXXX	OWED	LATE	(OWED)PAID
LDCLMCC	XXXX	AT SIGNING	-	-	-	-	-	XXXX	XXXX	XXXX	XXXX	-	-	-
MCIAF	XXXX	AT SIGNING	-	-	-	-	-	XXXX	XXXX	XXXX	XXXX	-	-	-
TRAIN	XXXX	AT SIGNING	-	-	-	-	-	XXXX	XXXX	XXXX	XXXX	-	-	-
LECET	XXXX	AT SIGNING	-	-	-	-	-	XXXX	XXXX	XXXX	XXXX	-	-	-
CISCO	XXXX	AT SIGNING	-	-	-	-	-	XXXX	XXXX	XXXX	XXXX	-	-	-
CAICA	XXXX	AT SIGNING	-	-	-	-	-	XXXX	XXXX	XXXX	XXXX	-	-	-
20%	XXXX	AT SIGNING	-	-	-	-	-	XXXX	XXXX	XXXX	XXXX	-	-	-
W & P	1	6/12/2009	227.19	227.19	2124	6/12/2009	159.59	159.59	2124	6/12/2009	8,895.94	-	-	-
	2	7/12/2009	227.19	227.19	2297	7/31/2009	159.59	159.59	2297	7/31/2009	8,509.16	1	(77.36)	-
	3	8/12/2009	227.19	227.19	2350	8/24/2009	159.59	159.59	2350	8/24/2009	8,122.38	1	(77.36)	-
	4	9/12/2009	227.19	227.19	2429	9/14/2009	159.59	159.59	2429	9/14/2009	7,735.60	1	(77.36)	-
	5	10/12/2009	227.19	227.19	2515	10/6/2009	159.59	159.59	2515	10/6/2009	7,348.82	-	-	-
	6	11/12/2009	227.19	227.19	2691	12/9/2009	159.59	159.59	2691	12/9/2009	6,962.04	1	(77.36)	-
	7	12/12/2009	227.19	227.19	2712	12/11/2009	159.59	159.59	2712	12/11/2009	6,575.26	-	-	-
	8	1/12/2010	227.19	227.19	2783	1/25/2010	159.59	159.59	2783	1/25/2010	6,188.48	1	(77.36)	-
	9	2/12/2010	227.19	227.19	2845	3/3/2010	159.59	159.59	2845	3/3/2010	5,801.70	1	(77.36)	-
	10	3/12/2010	227.19	227.19	2895	4/5/2010	159.59	159.59	2895	4/5/2010	5,414.92	1	(77.36)	-
	11	4/12/2010	227.19	227.19	2946	5/4/2010	159.59	159.59	2946	5/4/2010	5,028.14	1	(77.36)	-
	12	5/12/2010	227.19	227.19	2965	5/17/2010	159.59	159.59	2965	5/17/2010	4,641.36	1	(77.36)	-
	13	6/12/2010	227.19	227.19	3053	6/11/2010	159.59	159.59	3053	6/11/2010	4,254.58	-	-	-
	14	7/12/2010	227.19	227.19	3115	6/24/2010	159.59	159.59	3115	6/24/2010	3,867.80	-	-	-
	15	8/12/2010	227.19	227.19	3342	9/3/2010	159.59	159.59	3342	9/3/2010	3,481.02	1	(77.36)	-
	16	9/12/2010	227.19	227.19	3362	9/10/2010	159.59	159.59	3362	9/10/2010	3,094.24	-	-	-
	17	10/12/2010	227.19	227.19	3478	10/5/2010	159.59	159.59	3478	10/5/2010	2,707.46	-	-	-
	18	11/12/2010	227.19	227.19	3511	10/22/2010	159.59	159.59	3511	10/22/2010	2,320.68	-	-	-
	19	12/12/2010	227.19	227.19	3650	11/23/2010	159.59	159.59	3650	11/23/2010	1,933.90	-	-	-
	20	1/12/2011	227.19	227.19	3687	12/13/2010	159.59	159.59	3687	12/13/2010	1,547.12	-	-	-
	21	2/12/2011	227.19	227.19	3754	1/11/2011	159.59	159.59	3754	1/11/2011	1,160.34	-	-	-
	22	3/12/2011	227.19	227.19	3803	5/4/2011	159.59	159.59	3803	5/4/2011	773.56	1	(77.36)	-
	23	4/12/2011	227.19	227.19	3803	5/4/2011	159.59	159.59	3803	5/4/2011	386.78	1	(77.36)	-
	24	5/12/2011	227.19	227.19	3803	5/4/2011	159.59	159.59	3803	5/4/2011	0.00	-	-	-
TOTALS	9,282.72		5,452.56	5,452.56		3,830.16	3,830.16							(928.32)

EXHIBIT

C

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Jim - contractor wants to go on another note
 for the \$5,966.72. They are asking for leniency on the
 late fees below. Can we waive?

JF

number do not show
 LD reduction

Printed Date 8/2/2011

LABORERS' PENSION & WELFARE FUNDS CONTRACTOR PENALTY HISTORY

Contractor Number 023911
Contractor Name R A I CONCRETE INC
Address 1827 BLACKHAWK DR
WEST CHICAGO IL, 601851600

Phone (630) 562-2234
Status Active
Outstanding Balance \$ 15,966.72

Invoice #	Received Date	Report Month	Trans #	Penalty	Payment	Adjustment	Write Off	Welfare Penalty	Welfare Payment	Welfare Adjustment	Welfare Write Off	Pension Penalty	Pension Payment	Pension Adjustment	Pension Write Off
35496	02/28/2011	11/2010	1356364	\$ 1,317.12	\$ -	\$ -	\$ -	\$ 729.22	\$ -	\$ -	\$ -	\$ 587.90	\$ -	\$ -	\$ -
35222	01/06/2011	10/2010	1351749	\$ 1,920.00	\$ -	\$ -	\$ -	\$ 1,063.00	\$ -	\$ -	\$ -	\$ 857.00	\$ -	\$ -	\$ -
34943	11/15/2010	09/2010	1347974	\$ 1,409.28	\$ -	\$ -	\$ -	\$ 780.24	\$ -	\$ -	\$ -	\$ 629.04	\$ -	\$ -	\$ -
34834	10/28/2010	08/2010	1346110	\$ 1,482.24	\$ -	\$ -	\$ -	\$ 820.64	\$ -	\$ -	\$ -	\$ 661.60	\$ -	\$ -	\$ -
34693	10/06/2010	07/2010	1343784	\$ 942.72	\$ -	\$ -	\$ -	\$ 521.93	\$ -	\$ -	\$ -	\$ 420.79	\$ -	\$ -	\$ -
34465	08/31/2010	06/2010	1339703	\$ 1,167.36	\$ -	\$ -	\$ -	\$ 646.30	\$ -	\$ -	\$ -	\$ 521.06	\$ -	\$ -	\$ -
33457	01/25/2010	11/2009	1321377	\$ 2,033.50	\$ -	\$ -	\$ -	\$ 1,060.91	\$ -	\$ -	\$ -	\$ 972.59	\$ -	\$ -	\$ -
33276	12/21/2009	10/2009	1318672	\$ 3,022.25	\$ -	\$ -	\$ -	\$ 1,576.75	\$ -	\$ -	\$ -	\$ 1,445.50	\$ -	\$ -	\$ -
32938	10/16/2009	08/2009	1313028	\$ 2,672.25	\$ -	\$ -	\$ -	\$ 1,394.15	\$ -	\$ -	\$ -	\$ 1,278.10	\$ -	\$ -	\$ -
				\$15,966.72	\$ -	\$ -	\$ -	\$8,593.14	\$ -	\$ -	\$ -	\$7,373.58	\$ -	\$ -	\$ -





Construction & General Laborers' District Council of Chicago & Vicinity

Affiliated with Laborers' International Union of North America Locals

1 2 4 3 6 25 75 76 96 118 149 152 225 269 288 582 584 1001 1035 1092

Jim J.

999 McClintock Drive Suite 300 Burr Ridge, IL 60527
Ph: (630) 655-8289 Fax: (630) 655-8853
www.ChicagoLaborersDistrictCouncil.org

LiUNA!

Feel the Power

July, 19 2011
Contractor# 023911

RAI CONCRETE INC
1827 BLACKHAWK DR
WEST CHICAGO, IL 60185

Dear Contractor:

According to our records, your following report(s) were submitted late. As a result, you owe the Work Dues and Ancillary Funds an amount of \$684.73 late fee.

Report Month	Receipt Date	Total Gross Wage	Total Hours	Expected Amount	Remitted Amount	Expected Late Fee	Applied Late Fee	Unpaid Late Fee
10/2009	12/21/2009	\$30,395.20	863.50	\$1,069.02	\$1,069.02	\$17.51	\$0.06	\$17.45
11/2009	01/25/2010	\$20,451.20	581.00	\$719.28	\$719.28	\$71.93	\$0.00	\$71.93
05/2010	06/24/2010	\$12,883.20	366.00	\$453.11	\$453.11	\$45.31	\$0.00	\$45.31
06/2010	07/21/2010	\$26,752.00	760.00	\$940.90	\$940.88	\$94.09	\$0.00	\$94.09
07/2010	09/24/2010	\$17,282.80	491.00	\$607.84	\$607.84	\$60.78	\$0.00	\$60.78
08/2010	10/08/2010	\$27,174.40	772.00	\$955.74	\$955.74	\$95.57	\$0.00	\$95.57
09/2010	11/04/2010	\$25,836.80	734.00	\$908.69	\$908.69	\$90.87	\$0.00	\$90.87
10/2010	12/10/2010	\$35,200.00	1,000.00	\$1,238.00	\$1,238.00	\$123.80	\$0.00	\$123.80
11/2010	01/10/2011	\$24,147.20	686.00	\$849.27	\$849.27	\$84.93	\$0.00	\$84.93

Total Unpaid Late Fee \$684.73

* Under Article VI, Paragraph 2, the Working Dues Report is due no later than the 10th of the month following the month for which such deductions were made.

If you fail to remit the amount due, legal action may be initiated to collect this amount, and you will be liable for all attorney fees and court costs incurred to enforce your obligations.

Please send all your remittances to this address:

**LABORERS' DISTRICT COUNCIL
LABORERS' WORK DUES FUND
999 McClintock Drive, Suite 300
Burr Ridge, IL 60527**

Boone Cook DuPage Grundy Kane Kendall Lake McHenry Will

James P. Connolly
Business Manager

Charles V. Lo Verde III
Secretary-Treasurer

EXHIBIT

E

**PENSION
AND
WELFARE
FUNDS**

**LABORERS' PENSION FUND and HEALTH and WELFARE
DEPARTMENT of the CONSTRUCTION and GENERAL
LABORERS' DISTRICT COUNCIL of CHICAGO and VICINITY**

11465 CERMAK ROAD
WESTCHESTER, ILLINOIS 60154-5768

Telephone: (708) 562-0200
Toll Free: (866) 906-0200
Field Dept. Fax: (708) 947-7295
e-mail: FieldDept@chilpwf.com
www.chicagolaborersfunds.com

May 26, 2011

R A I CONCRETE INC
1827 BLACKHAWK DR
WEST CHICAGO IL 60185-1600

Contractor Code#23911

BOARD OF TRUSTEES

Administrator
JAMES S. JORGENSEN

Secretary
RICHARD E. GRABOWSKI

PENSION FUND

For Labor
JOSEPH COCONATO
JAMES P. CONNOLLY
J. MICHAEL LAZZARETTO
CHARLES V. LOVERDE, III
LARRY WRIGHT
JEFF M. ZIEMANN

For Employers
ROBERT A. BOHAC
RICHARD E. GRABOWSKI
CLIFTON M. HORN
ROBERT G. KRUG
DAVID H. LORIG
GARY LUNDSBERG

WELFARE FUND

For Labor
JAMES P. CONNOLLY
MARTIN T. FLANAGAN
RICHARD KUCZKOWSKI
CHARLES V. LOVERDE, III
SCOTT PAVLIS
TIM RILEY

For Employers
CHARLES J. GALLAGHER
RICHARD E. GRABOWSKI
CLIFTON M. HORN
DAVID H. LORIG
DENNIS P. MARTIN

Dear Employer:

We are herewith enclosing for your information and records the results of the payroll audit performed recently by Levinson Simon Hein and Bilkey P.C.

Attached you will find a summary of the audit findings totaling \$19,552.56 which is owed by your company. You will note that a late payment penalty has been assessed to these amounts. This is in conformance with the directive of the Board of Trustees for all late payments. Notice of this directive was submitted to all employers in May 2007 and to all thereafter. You will also note that your firm has Previous Accumulated 20% Penalties, which have not been paid to date.

It is requested this audit be reviewed and should there be challenges to any individuals listed on the audit, these challenges be submitted to this office for review. If no challenges are to be made, it is requested a check in the amount of \$19,552.56 made payable to the Laborers' Pension Fund be forwarded to this office. It was also noted that your firm has not supplied this office with an Employer Bond. Enclosed is a blank Employer Bond for your use.

Should you have any questions, or need clarification on any of the following aspects, we will be available during a period of 15 days from the date on the letter to discuss same.

Your cooperation in concluding the settlement of this audit will be appreciated.

Sincerely,

LABORERS' PENSION & WELFARE FUNDS

Jim Fosco,
Field Department

JF:ag
Encl.

Cc: Chuck LoVerde
Robbin Blakely

EMPLOYER PARTICIPANTS -

Builders' Association, Employing Plasterers' Association, Underground Contractors' Association, Mason Contractors' Association, Wrecking Contractors, Concrete Products Employers, Lake County Illinois Employers, Illinois Road Builders Association, Structural Builders; i.e. all those who employ Laborers Engaged in the Building and Construction Industry.

EXHIBIT

F

RAI Concrete Inc
CHLAB-0311-02702
Acct # 23911

April 1, 2007 through February 28, 2011
WITH SOCIAL SECURITY NUMBERS

Levinson Simon Hein & Bilkey, P.C.

Certified Public Accountants

INDEPENDENT ACCOUNTANT'S REPORT

May 23, 2011

Trustees Laborers' Pension Fund and
Health and Welfare Department of the
Construction and General Laborers'
District Council of Chicago and Vicinity
Jean Mashos, Director
11465 Cermak Road
Westchester, Illinois 60154

566 W. Lake St.
Suite 300
Chicago, IL 60661-1414
(312) 655-0037
Fax (312) 655-9145

Re: RAI Concrete, Inc.
Case # CHLAB-0311-02702
Acct # 23911

Gentlemen:

In accordance with your instructions we have performed certain agreed-upon procedures to the payroll records presented for our inspection by the above-mentioned employer. The purpose of the inspection was to determine the accuracy of the employer's monthly contributions to the Laborers' Pension Fund and Health and Welfare Department of the Construction and General Laborers' District Council of Chicago and Vicinity for the period April 1, 2007 through February 28, 2011. This agreed-upon procedure engagement was performed in accordance with the attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of these procedures is solely the responsibility of the Laborers' Pension Fund and Health and Welfare Department of the Construction and General Laborers' District Council of Chicago and Vicinity. The accuracy of the payroll records and reporting to the Funds is the responsibility of the management RAI Concrete, Inc. We have applied the prescribed procedures to those records and reports.

Attached hereto are yearly schedules showing the detail of the under-reported wages and hours and computation of the amounts due to the Funds. The findings consist of under-reported wages and hours for individuals found on the payroll previously reported to the funds.

Our examinations indicated that the employer owes the following amounts for the period examined, exclusive of interest.

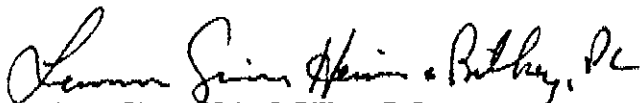
	Amount Due
Welfare	\$ 1,200.58
Pension	866.87
Training	37.01
CCA	9.80
LDCLMCC	16.80
LECET	8.74
Dues	306.26
Total	<u>\$ 2,446.06</u>

Trustees Laborers' Pension Fund and
Health and Welfare Department of the
Construction and General Laborers'
District Council of Chicago and Vicinity
May 23, 2011
Page Two
Case # CHLAB-0311-02702

We were not engaged to, and did not, perform an examination, the objective of which would be the expression of an opinion on the accompanying report. Accordingly, we do not express such an opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

We shall be pleased to furnish any additional information desired and have attached our bill for services.

Very truly yours,



Levinson Simon Hein & Bilkey, P.C.
Howard B. Levinson, CPA, MBA

HBL/bvv

Enclosures

cc: Dues Department

Chicago Laborers
RAI Concrete Inc.

Case: CHLAB-0311-02702

Audit Period: 04/01/07 - 02/28/11

Fiscal Year End: May

Manager: Benjamin Vargas
Auditor: Sarah Paganini

Levinson Simon Hein & Bilkey, P.C.

Reconciliation of Differences Per Year

Page 1

Summary

Findings	Fiscal Year Ending:	May 2011	May 2009	May 2008	Total
Dollars Not Reported		598.40	1,390.00	9,149.40	11,137.80
Hours Not Reported (Funds)		17.00	46.00	77.00	140.00
Hours Not Reported (Dues)		17.00	46.00	77.00	140.00
Dollar Amount Due					
Wellfare Fund		180.71	406.18	613.69	1,200.58
Pension Fund		145.69	283.82	431.36	860.87
Training Fund		7.65	12.42	16.94	37.01
CCA		1.19	3.22	5.39	9.80
LDCLMCC		2.04	5.52	9.24	16.80
LECET		1.36	2.76	4.62	8.74
Dues		16.46	38.22	251.56	306.26
Total		355.10	752.14	1,338.82	2,446.06

Liquidated Damages ~~15,066.72~~ 16,895.04
 Dues Penalties 684.73
 Dues Shortages 0.00
 Audit Fee 1,247.18
 Total Amount Due ~~20,244.69~~ 21,273.01

Levinson Simon Hein & Bilkey, P.C.

Page 2

Local: Chicago Laborers
 Contractor: RAI Concrete Inc.
 Case: CHLAB-0311-02702

Details Report

Contract: CCA/CCA

Employee Findings

	06/2007	07/2007	08/2007	09/2007	10/2007	11/2007	12/2007	01/2008	02/2008	03/2008	04/2008	05/2008	Total
HERNANDEZ, FELIPE						1.00	37.00						1.00
MEROLA, MIKE							39.00						37.00
SERRANO, MANUEL						1.00	78.00						39.00
Total						1.00	78.00						77.00

Rate Table

Welfare Fund	7.9700					7.97	605.72						613.69
Pension Fund	5.6800					5.68	431.68						437.35
Training Fund	0.2200					0.22	16.72						16.94
CCA	0.0700					0.07	5.32						5.39
EDCLINCC	0.1300					0.12	9.12						9.24
ILEDET	0.0800					0.06	4.56						4.62
Total						14.12	1073.12						1087.24

Employee Findings

	06/2007	07/2007	08/2007	09/2007	10/2007	11/2007	12/2007	01/2008	02/2008	03/2008	04/2008	05/2008	Total
HERNANDEZ, FELIPE						1326.00							1326.00
HERNANDEZ, JOSE						1326.00							1326.00
MEROLA, MIKE							1226.55						1226.55
SERRANO, MANUEL							1292.85						1292.85
Total						2652.00	2519.40						5171.40

Rate Table

Dues	0.0275					72.92	69.28						142.20
Total						72.92	69.28						142.20

Levinson Simon Hein & Bilkey, P.C.

Details Report

Local: Chicago Laborers
 Contractor: RAI Concrete Inc.
 Case: CHLAB-0311-02702

Contract: CCA *CCA

Employee Findings

06/2008	07/2008	08/2008	09/2008	10/2008	11/2008	12/2008	01/2009	02/2009	03/2009	04/2009	05/2009	Total
						40.00						40.00
						40.00						40.00

Rate Table

Wellfare Fund	8.8300					353.20						353.20
Pension Fund	6.1700					246.80						246.80
Training Fund	0.2700					10.80						10.80
CCA	0.0700					2.80						2.80
LDC/MCC	0.1200					4.80						4.80
LECET	0.0600					2.40						2.40
Total						620.80						620.80

Employee Findings

06/2008	07/2008	08/2008	09/2008	10/2008	11/2008	12/2008	01/2009	02/2009	03/2009	04/2009	05/2009	Total
						1390.00						1390.00
						1390.00						1390.00

Rate Table

Dues	0.0275					38.22						38.22
Total						38.22						38.22

Levinson Simon Hein & Bilkey, P.C.

Details Report

Local: Chicago Laborers
 Contractor: RAI Concrete Inc.
 Case: CHLAB-0311-02702

Contract: CCA / CCA

Employee Findings

SERRANO, MANUEL	06/2010	07/2010	08/2010	09/2010	10/2010	11/2010	12/2010	01/2011	02/2011	03/2011	04/2011	05/2011	Total
						17.00							17.00
Total						17.00							17.00

Rate Table

Welfare Fund	10.5300					180.71							180.71
Pension Fund	8.5700					145.89							145.89
Training Fund	0.4500					7.65							7.65
CCA	0.0700					1.19							1.19
LDC/MOC	0.1200					2.04							2.04
LEDET	0.0800					1.36							1.36
Total						338.64							338.64

Employee Findings

SERRANO, MANUEL	06/2010	07/2010	08/2010	09/2010	10/2010	11/2010	12/2010	01/2011	02/2011	03/2011	04/2011	05/2011	Total
						598.40							598.40
Total						598.40							598.40

Rate Table

Dues	0.0275					16.46							16.46
Total						16.46							16.46

Levinson Simon Hein & Bilkey, P.C.

Reconciliation of Differences Per Year

Chicago Laborers
RAI Concrete Inc.

Case: CHLAB-0311-02702

Audit Period: 4/1/2007 - 2/28/2011

Fiscal Year End: May

Manager: Benjamin Vargas

Auditor: Sarah Paganini

FRINGE FUNDS ONLY

Findings	Fiscal Year Ending:	May 2009	Total
Hours Not Reported (Funds)		6.00	6.00
Dollar Amount Due			
Welfare Fund		52.98	52.98
Pension Fund		37.02	37.02
Training Fund		1.62	1.62
Total		91.62	91.62
Liquidated Damages		15,866.72 16,875.04	
Dues Penalties		684.73	
Dues Shortages		0.00	
Audit Fee		1,247.18	
Total Amount Due		47,800.25	18,918.57

Page 6

Local: Chicago Laborers
 Contractor: RAI Concrete Inc.
 Case: CHLAB-0311-02702

Levinson Simon Hein & Bilkey, P.C.

Details Report

Contract: CCA / CCA - Funds Only

Employee Findings	06/2008	07/2008	08/2008	09/2008	10/2008	11/2008	12/2008	01/2009	02/2009	03/2009	04/2009	05/2009	Total
MEROLA MIKE							6.00						6.00
Total							6.00						6.00

Rate Table

Welfare Fund	8.8300						52.96						52.96
Pension Fund	6.1700						37.02						37.02
Training Fund	0.2700						1.62						1.62
Total							91.62						91.62

Levinson Simon Hein & Bilkey, P.C.

Reconciliation of Differences Per Year

Chicago Labors
RAI Concrete Inc.

Case: CHLAB-0311-02702

Audit Period: 4/1/2007 - 2/28/2011

Fiscal Year End: May

Manager: Benjamin Vargas

Auditor: Sarah Paganini

DUES FUNDS ONLY

Findings	Fiscal Year Ending:	May 2009	May 2008	Total
Dollars Not Reported			3,978.00	3,978.00
Hours Not Reported (Dues)		6.00		6.00
Dollar Amount Due				
CCA		0.42		0.42
LDCLMCC		0.72		0.72
LECET		0.36		0.36
Dues			109.38	109.38
Total		1.50	109.38	110.88

Liquidated Damages

Dues Penalties

Dues Shortages

Audit Fee

Total Amount Due

~~45,000.72~~

684.73

0.00

1,247.18

~~45,000.54~~

16,895.04

18,937.83

Levinson Simon Hein & Bilkey, P.C.

Detail's Report

Local: Chicago Laborers
 Contractor: RAI Concrete Inc.
 Case: CHLAB-0311-02702

Contract: CCA / *CCA - Dues Only

Employee Findings		06/2007	07/2007	08/2007	09/2007	10/2007	11/2007	12/2007	01/2008	02/2008	03/2008	04/2008	05/2008	Total
MEROLA, MIKE	0.0000						1326.00							1326.00
RANGEL, MARTIN	0.0000						1326.00							1326.00
SERRANO, MANUEL	0.0000						1326.00							1326.00
Total							3978.00							3978.00

Rate Table

Dues	0.0275						109.38							109.38
Total							109.38							109.38

Levinson Simon Hein & Bilkey, P.C.

Page 9

Local: Chicago Laborers
 Contractor: RAI Concrete Inc.
 Case: CHLAB-0311-02702

Details Report

Contract: CCA / *CCA - Dues Only

Employee Findings	06/2008	07/2008	08/2008	09/2008	10/2008	11/2008	12/2008	01/2009	02/2009	03/2009	04/2009	05/2009	Total
MEROLA, MIKE							6.00						6.00
Total							6.00						6.00

Rate Table

CCA	0.0700						0.42						0.42
LDCLMCC	0.1200						0.72						0.72
LEDET	0.0600						0.36						0.36
Total							1.50						1.50

Levinson Simon Heim & Bilkey, P.C.
Payroll Audit Information Sheet

Page 1

I, Carmela Raimondi, DECLARE AND STATE AS FOLLOWS:

I AM AN OFFICER AND SHAREHOLDER OF RAI Concrete
(HEREINAFTER, THE "COMPANY") AND I AM DULY AUTHORIZED TO MAKE THE REPRESENTATIONS AND
ENTER INTO THE AGREEMENTS SET FORTH HEREIN ON BEHALF OF THE COMPANY.

EMPLOYER'S NAME

ADDRESS

CITY STATE ZIP

EMAIL ADDRESS

DATE OF CONTRACT

CONTACT'S NAME

PERSON FUND IS TO CONTACT

ENTITY TYPE

BUSINESS ACTIVITY

RAI Concrete
1827 Blackhawk Dr
West Chicago, IL 60185

Carmela Raimondi
Carmela Raimondi
Corporation
Concrete work

EMPLOYER #

PHONE #

FAX #

FEIN

AUDIT PERIOD

TITLE

TITLE

OF

EMPLOYEES

AVE # PER

MONTH

23911
(630) 562-2234
(630) 562-2344
~~XXXXXXXXXX~~
4/1/07 - 2/28/11
President
President
20
5

Ownership	Title	%	Address
Carmela Raimondi	President	100	

BANKING FACILITIES USED AND ACCOUNT NUMBER

FIRST MERRILL
N/A

023911

BK of Amer

DOES EMPLOYER HAVE A BOND?



YES

\$ (Please attach copy)



NO

IS EMPLOYER STILL IN BUSINESS?



YES



NO

DOES EMPLOYER HAVE INTEREST IN OTHER RELATED OPERATIONS?



YES



NO

IF YES, LIST NAMES OF SAME

IS EMPLOYER A MEMBER OF ANY TRADE ORGANIZATION/ASSOCIATION?



YES



NO

IF YES, LIST NAMES OF SAME

I, THE UNDERSIGNED, CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

X Carmela Raimondi, AS OFFICER AND SHAREHOLDER

OF RAI Concrete

DATED: 04/21/2011

Levinson Simon Hein & Bilkey, P.C.
Payroll Audit Information Sheet

Page 2

AUDIT DATE

AUDIT SITE (IF DIFFERENT FROM EMPLOYER'S ADDRESS)

ALL REQUIRED ACCOUNTING RECORDS WERE AVAILABLE WITH THE EXCEPTION OF

BRIEFLY DESCRIBE THE NATURE OF THE DELINQUENCY, IF ANY

DID YOUR EXAMINATION UNCOVER ANYTHING SPECIAL OR UNUSUAL WHICH SHOULD BE BROUGHT TO THE ATTENTION OF THE FUND COUNSEL OR OTHER INTERESTED PERSONS?

☒ YES

☐ NO

IF YES, EXPLAIN

AUDITOR

Levinson Simon Hein & Bilkey, P.C.

Certified Public Accountants

566 W. Lake Street · Suite 300 · Chicago, IL 60661-1414
(312) 655-0037 · FAX (312) 655-9145

INVOICE NO.
30493

INVOICE

May 23, 2011

Trustees Laborers' Pension
& Welfare Funds
11465 Cermak Rd.
Westchester, IL 60154

RE: RAI Concrete Inc.

Case # CHLAB-0311-02702

Field Work & Report Preparation	20.50 @ \$ 55.00	\$ 1,127.50
Supervision & Review	0.25 @ 100.00	25.00
Clerical	2.00 @ 30.00	60.00
	Sub-Total	1,212.50
Mileage	68.00 @ \$ 0.5100	34.68
	Total	\$ 1,247.18

AUDIT

EMPLOYER RAI CONCRETE, INC. CODE 23911

FOLLOWING ARE THE FIGURES OWED BY THE ABOVE MENTIONED CONTRACTOR AS A RESULT OF THE AUDIT.

4-1-07-2-28-11 ADDITIONAL HOURS	HOURS	WELFARE	RATE	PENSION	RATE	TRAINING		DUES	LDCMCC	RATE	CCA	RATE	LECET RATE	TOTAL
						FUND	RATE							
6-1-07-5-31-08	77.00	613.69	7.97	437.36	5.68	16.94	0.22	142.20	9.24	0.12	5.39	0.07	4.62	1,229.44
6-1-08-5-31-09	40.00	353.20	8.83	246.80	6.17	10.80	0.27	38.22	4.80	0.12	2.80	0.07	2.40	659.02
6-1-11-2-28-11	17.00	180.71	10.63	145.69	8.57	7.65	0.45	16.46	2.04	0.12	1.19	0.07	1.36	355.10
6-1-08-5-31-09	6.00	52.98	8.83	37.02	6.17	1.62	0.27		0.72	0.12	0.42	0.07	0.36	93.12
6-1-07-5-31-08								109.38						109.38
MEN NOT REPORTED														
SUBTOTAL	140.00	1,200.58		866.87		37.01		306.26	16.80		9.80		8.74	2,446.06
10% PENALTIES														
20% PENALTIES		240.12		173.37		7.40		30.63	1.68		0.98		0.87	34.16
AUDIT COSTS		523.59		623.59										420.89
ATTORNEY FEES														1,247.18
ACCUM. PENALTIES		9,138.42		7,756.62				684.73						17,579.77
ACCUM. NOTE PENALTIES		545.26		383.06										928.32
ACCUM. INTEREST														
TOTAL DUE		11,747.97		9,803.51		44.41		1,021.62	18.48		10.78		9.61	22,656.38

EXHIBIT
F-1